

02-27-2001



Docket No.:

041415/0007

Tab settings → → → ▼ ▼

To the Honorable Commissioner of Patents,

101621777

Attached original documents or copy thereof.

1. Name of conveying party(ies):

FURR'S SUPERMARKETS, INC. 2-501
4411 THE 25 WAY, N.E.
ALBUQUERQUE, NEW MEXICO 87109

- Individual(s)
- General Partnership
- Corporation-State **DELAWARE**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **HELLER FINANCIAL, INC.**

Internal Address:

Street Address: **500 WEST MONROE**

City: **CHICAGO** State: **IL** ZIP: **60661**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **DELAWARE**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **DECEMBER 21, 2000**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

SEE
ATTACHED
SCHEDULE

2403165

Additional numbers

B. Trademark Registration No.(s)

SEE
ATTACHED
SCHEDULE

FEB - 5 2001

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **PAUL A. JUERGENSEN**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **900 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41):.....\$ **\$340.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

02/26/2001 AAHMED1 00000063 500675 2403165

01 FC:481 40.00 CH
02 Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

PAUL A. JUERGENSEN

Name of Person Signing

Signature

FEBRUARY 5, 2001

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 002240 FRAME: 0770

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Registration No. (Application Serial No.)	Registration Date (Filing Date)
KID'S CLUB and Design	2,403,165	11/14/00
Design Only [Sunburst Label]	2,160,469	05/26/98
NO OTHER STORE WILL REWARD YOU MORE	(76/065,880)	(06/08/00)
"NO OTHER STORE WILL REWARD YOU MORE"	(76/062,487)	(06/05/00)
FURRS CLUB	(76/076,075)	(06/23/00)
FURRS	(76/068,890)	(06/12/00)
EXTREME SAVINGS [Supplemental Register]	2,243,940	05/04/99
EXTREME REWARDS [Supplemental Register]	2,243,939	05/04/99
WHERE ELSE	2,163,370	06/09/98
BAG & SAVE	1,592,483	04/17/90
SACK 'N SAVE	1,337,396	05/21/85
FARM PAC & DESIGN	817,089	10/18/66
FARM PAC & DESIGN	760,111	11/12/63

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, FURR'S SUPERMARKETS, INC., a Delaware corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting, as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, the Assignor has entered into a Loan and Security Agreement dated as of December 21, 2000 (as amended or otherwise modified from time to time, the "Security Agreement"), in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for the Lenders party to the Security Agreement (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has collaterally assigned and granted to the Assignee, for the benefit of Lenders, a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks, and all proceeds of the foregoing, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the complete and timely payment and satisfaction of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the complete and timely payment and satisfaction of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment For Security (Trademarks) to be duly executed by its officer thereunto duly authorized as of December __, 2000.

FURR'S SUPERMARKETS, INC.

By: [Signature]

Name: Steve Mortensen

Title: Sr. Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York ss.:
COUNTY OF New York

On this 21st day of December 2000, before me, the undersigned, personally appeared Steven L. Mortensen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
[NOTARY SEAL]

MERVIN E. HORST
Notary Public, State of New York
No. 31-5032586
Qualified in New York County
Commission expires August 29, 2002

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RECORDED: 02/05/2001

TRADEMARK
REEL: 002240 FRAME: 0774